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Issued by Old Republic National Title Insurance Company

**NOTICE** 

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **Old Republic National Title Insurance Company**, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 Months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued through the Office of:

Pioneer Title Agency, Inc.

7310 N. 16th St. Suite 250 Phoenix. AZ 85020

Authorized Signatory

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY** 

A Stock Company

1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607 (612) 371-1111 www.oldrepublictitle.com

By President

Attest | Secretal

### **COMMITMENT CONDITIONS**

### 1. **DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements;
  - (f) Schedule B, Part II—Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

### 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

### 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

### 9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <a href="http://www.alta.org/arbitration">http://www.alta.org/arbitration</a>.

## Pioneer Title Agency, Inc.

Order No. 76106990-061-T32 Your No.: TN4\tsm\4

08/22/2022\4

### **SCHEDULE A**

### AMERICAN LAND TITLE ASSOCIATION COMMITMENT

- 1. Commitment Date: August 18, 2022 at 7:30 AM
- 2. Policy to be issued:
  - (a) ALTA Owners Policy (6/17/06) Extended Coverage

Proposed Insured: Joe Boy Enterprises LLC a Texas limited liability company

Proposed Policy Amount: \$2,400,000.00

(b) None

Proposed Insured:

Proposed Policy Amount: \$0.00

(c) None

Proposed Insured:

Proposed Policy Amount: \$0.00

3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple, as to Parcel No. 1 and Easement, as to Parcel No. 2

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

Colgen Investments, LLC, an Arizona limited liability company

5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

**Old Republic National Title Insurance Company** 

Authorized Signature

Note: Please direct all inquiries and correspondence to Traci J. Greenhow, your escrow officer, at (602) 992-0735 or Traci.Greenhow@PioneerTitleAgency.com. (TN4)

## Pioneer Title Agency, Inc.

Order No. 76106990-061-T32 Your No.: TN4\tsm\4 08/22/2022\4

# EXHIBIT A LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

### PARCEL NO. 1:

LOT 3, MOUNTAINSIDE PLAZA, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 632 OF MAPS, PAGE 30.

### PARCEL NO. 2:

RECIPROCAL EASEMENTS FOR DRIVEWAY PURPOSES AND REASONABLE PASSAGE OF MOTOR VEHICLES, ACCESS, INGRESS AND EGRESS, REASONABLE PARKING OF MOTOR VEHICLES, AS CREATED AND DESCRIBED IN THAT CERTAIN DECLARATION OF ESTABLISHMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF RECIPROCAL EASEMENTS RECORDED AS 03-518720.

## Pioneer Title Agency, Inc.

Order No. 76106990-061-T32 Your No.: TN4\tsm\4 08/22/2022\4

### **SCHEDULE B-I**

ALTA COMMITMENT

#### REQUIREMENTS

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both,
- 5. Requirement Satisfied
- 6. (Intentionally Deleted)
- 7. FURNISH the Company with an Owner's Affidavit & Indemnity (Commercial) by the Owner itemizing all Leases, identifying Lessee, date of Lease, Terms and any options to renew. SAID CERTIFICATE SHALL ALSO STATE THAT NONE OF THE LEASES REFERRED TO THEREIN CONTAIN A FIRST RIGHT OF REFUSAL OR OPTION TO PURCHASE. Upon receipt and approval by the Company, the Exception referred to below will be limited to those parties identified in the Certificate.
  - NOTE: If any leases are to be subordinated to the lien of the Insured Mortgage the form of subordination must be approved by the Company prior to the close of escrow.
- 8. Proper showing that all assessments levied by the owners association have been paid.
  - Name: Mountainside Plaza Property Owner's Association
- 9. No open deeds of trust were found of record. Provide written verification by the principals and/or their agents that the subject property is free and clear of any voluntary encumbrances and advise the Title Department accordingly prior to close of escrow.
- 10. FURNISH copy of filed Articles of organization of the limited liability company named below which states whether said limited liability company is member managed or manager managed:
  - Colgen Investments, LLC, an Arizona limited liability company

## Pioneer Title Agency, Inc.

Order No. 76106990-061-T32 Your No.: TN4\tsm\4 08/22/2022\4

### SCHEDULE B-I Requirements

(Continued)

11. SUBMIT fully executed copy of the Operating Agreement (and all amendments) executed by all Members of the limited liability company named below for examination. The right is reserved to make additional requirements upon said examination.

Colgen Investments, LLC, an Arizona limited liability company

or in lieu thereof -

Furnish copy of Certification of No Operating Agreement and Resolution of Authority signed by all Members.

The right is reserved to make additional requirements upon examination of the above.

12. RECORD Deed from Colgen Investments, LLC, an Arizona limited liability company to Proposed Insured Owner.

NOTE: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

### TAX NOTE:

Year 2021

Parcel No. 217-28-986
Total Tax \$15,717.32
First Half \$paid
Second Half \$paid

PRIOR to recording, obtain current tax information from:

Maricopa County Treasurer Phone: (602) 506-8511

301 W. Jefferson website: http://treasurer.maricopa.gov/index.htm Phoenix, AZ 85003

Pioneer Title Agency, Inc.

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### SCHEDULE B-I Requirements (Continued)

NOTE: The only conveyance(s) affecting said land recorded within 24 months of the date of this commitment is (are) as follows:

NONE.

NOTE: The address of said land is purported to be: **11653 E. Sahuaro Dr.**, **Scottsdale**, **AZ 85259** The Company assumes no liability as to the validity and/or accuracy of any such address.

Pioneer Title Agency, Inc.

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### SCHEDULE B-I Requirements (Continued)

Note: Pursuant to Arizona Revised Statutes 11-480, effective January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

- Print must be ten-point type (pica) or larger.
- Margins of at least one-half inch along the left and right sides one-half inch across the bottom and at least two inches on top for recording and return address information.
- Each instrument shall be no larger than 8 ½ inches in width and 14 inches in length.

### **END OF SCHEDULE B, PART I-REQUIREMENTS**

## Pioneer Title Agency, Inc.

Order No. 76106990-061-T32 Your No.: TN4\tsm\4

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### SCHEDULE B-II

ALTA COMMITMENT

#### **EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
- 2. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

(Note: The above Exceptions Nos. 2 through 6, inclusive, will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Plain Language Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with the remaining Exceptions of this Commitment shown below.)

## Pioneer Title Agency, Inc.

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### SCHEDULE B-II Exceptions (Continued)

7. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien not yet due and payable for the following year:

2022

- 8. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
- 9. OBLIGATIONS imposed upon said land by its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes, excluding however Municipal or County Improvement Districts.
- WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
  This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.
- 11. LIABILITIES AND OBLIGATIONS imposed upon said land by reason of its inclusion within Mountainside Plaza Property Owner's Association.
- 12. Deleted Intentionally
- 13. Deleted Intentionally
- 14. Deleted Intentionally
- 15. EASEMENTS, restrictions, reservations, conditions and set-back lines as set forth on the plat recorded in Book 632 of Maps, Page 30.

## Pioneer Title Agency, Inc.

Order No. 76106990-061-T32 Your No.: TN4\tsm\4

08/22/2022\4

# SCHEDULE B-II Exceptions

(Continued)

16. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIABILITIES AND OBLIGATIONS, including but not limited to any recitals creating easements or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument:

Recorded in Document No. 03-518720, Second Declaration of Covenants, Conditions

and Restriction, recorded in Document No. <u>04-251028</u>, Third Declaration of Establishment of Covenants, Conditions and Restrictions, recorded in Document No. <u>06-81182</u>, Amendment, recorded in Document No. <u>06-872205</u>, Second Amendment, recorded in Document No. <u>20-722885</u>

17. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No. 04-267442

Purpose electrical lines, and appurtenant facilities

18. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No. 05-1134686

Purpose electrical lines and appurtenant facilities

- 19. RIGHTS OF PARTIES IN POSSESSION, including but not limited to the rights and claims of co-tenants.
- 20. The following matters disclosed by and ALTA/NSPS Land Title Survey made by Alliance Land Surveying LLC on April 19, 2022 last revised on May 5, 2022, designated Job No. 220338:
  - a. Any unrecorded easements for underground utilities which are not in evidence on the surface of the land, but could be ascertained from the records of the utility companies serving the area.
  - b. 2 pipes (unknown use) in the North.
  - c. Right of way for electric transformer and electric lines lying outside the easement area in Document No. 05-1134686.
  - d. Encroachment of improvements consisting of concrete surface and pavement onto said property in the South.

### **END OF SCHEDULE B, PART II - EXCEPTIONS**



# WHAT DOES OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include:
	<ul> <li>Social Security number and account balances</li> <li>Payment history and credit card or other debt</li> <li>Checking account information and wire transfer instructions</li> </ul>
	When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share
Questions? www.oldrepublictitle.com	(Contact Us)	

Who we are	
Who is providing this notice?	Companies with an name and other affiliates. Please see below for a list of affiliates.

What we do	
How Does protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy
How does collect my personal information?	<ul> <li>We collect your personal information, for example, when you</li> <li>Give us your contact information or show your driver's license</li> <li>Show your government-issued ID or provide your mortgage information</li> <li>Make a wire transfer</li> <li>We also collect your personal information from others, such as credit</li> </ul>
Why can't I limit all sharing?	bureaus, affiliates, or other companies.  Federal law gives you the right to limit only
	<ul> <li>Sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>Affiliates from using your information to market to you</li> <li>Sharing for non-affiliates to market to you</li> </ul>
	State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a> for your rights under state law.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.  • Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North
Non-affiliates	Carolina.  Companies not related by common ownership or control. They can be financial and non-financial companies
	does not share with non-affiliates so they can market to you
Joint Marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you.
	doesn't jointly market

American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	Kansas City Management Group, LLC	L.T. Service Corp.
Lenders Inspection Company	Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc
Old Republic National Commercial Title Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	Old Republic Title Company	Old Republic Title Companies, Inc.
Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon
Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd
RamQuest Software, Inc.	Republic Abstract & Settlement LLC	Sentry Abstract Company	Surety Title Agency, Inc.	The Title Company of North Carolina
Trident Land Transfer Company, LLC				

Commitment to Service

### **Privacy Policy Statement**

The Financial Services Modernization Act, known as the Gramm-Leach-Bliley Act, requires us to explain to our customers the ways in which we collect and use customer information.

### We are committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with your personal and/or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, Pioneer Title Agency, Inc. has adopted this Privacy Policy to govern the use and handling of your personal information.

### **Personal Information Collected**

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

### **Use of Information**

We may disclose the above information (excluding information we receive from consumer or other credit reporting agencies) about our customers or former customers to our affiliates or nonaffiliated third parties as permitted by law. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction:
- To third party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

### **Links to Other Websites**

Our websites contain links to websites that are provided and maintained by third parties and that are not subject to our Privacy Policy Statement. Please review the privacy policy statements on those websites. We make no representations concerning and are not responsible for any such third party websites or their privacy policies or practices.

### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees to ensure that your information will be handled responsibly and in accordance with the Privacy Policy Statement. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.